

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

APODACA PROMOTIONS, INC.,
Plaintiff,
v.
VILMA DIAZ, ROCIO PINEDA,
MANUEL CERVANTES, EDWIN
BUSTAMANTE, JACQUELINE
PALOMINO, MICHELLE LAU, and
DOES 1 through 5,
Defendants.

No. CV 08-06393 PA (FMOx)
PERMANENT INJUNCTION AGAINST
DEFENDANT VILMA DIAZ

The parties having stipulated to entry of this Permanent Injunction against Defendant Vilma Diaz (“Defendant”) and this court having considered the stipulation of the parties, the file in this matter and good cause appearing:

IT IS HEREBY ORDERED that

1. Defendant and all of her respective agents, servants, employees, officers, and representatives, promoters and all other persons acting in concert or participation with each of them, shall be and hereby are forever restrained and enjoined from directly or indirectly infringing in any manner any of Plaintiff's trademark, service mark and name, including without limitation the following:

1 (a) Using the name “La Sonora Dinamita” or any confusing similar
2 or colorable imitation of the name, in connection with advertising in any form, or in
3 connection with the goods or services of Defendant;

4 (b) Using the name “La Sonora Dinamita” or any confusing similar
5 colorable imitation of the name, in any manner for the purpose of enhancing the
6 commercial value of the goods or services of Defendant;

7 (c) Otherwise infringing or diluting the distinctive quality of
8 Plaintiff’s service mark and trade name “La Sonora Dinamita”;

9 (d) Causing a likelihood of confusion, deception or mistake as to
10 the makeup, source, nature or quality of Plaintiff’s or Defendant’s services.

11 (e) Contacting promoters, advertisers or other businesses for the
12 purpose of offering the services of the Defendant as “La Sonora Dinamita” or any
13 confusing similar or colorable imitation of the name, excluding giving notice to RDS
14 Marketing.

15 2. Defendant has been properly and validly served with a copy of the
16 Summons and Complaint in this action, and is subject to the jurisdiction of
17 the Court. Defendant, permanently, irrevocably, and fully waives any right to contest
18 service on them of the Summons and Complaint in this action, and further
19 acknowledges that they are subject to the jurisdiction of this Court, including for
20 enforcement of the Permanent Injunction as to any and all conduct by Defendant in
21 violation of the Permanent Injunction.

22 3. Defendant permanently, irrevocably, and fully waives notice of entry
23 of the Permanent Injunction and notice and service of the entered Permanent
24 Injunction, and understand and agree that violation of the Permanent Injunction will
25 expose Defendant to all penalties provided by law, including for contempt of Court.
26 Defendant agrees forthwith to give notice of this Permanent Injunction to all of her
27 agents, servants, employees, assigns, partners, owners, alter egos, affiliates, all
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1 entities through which they conduct business, representatives, promoters, successors,
2 licensees, and all those acting in concert or participation with each or any of them.

3 4. Defendant permanently, irrevocably, and fully waives any and all
4 right to appeal the Permanent Injunction, to have it vacated or set aside, to seek or
5 obtain a new trial thereon, or otherwise to attack in any way, directly or collaterally,
6 its validity or enforceability.

7 5. Nothing contained in the Permanent Injunction shall limit the right of
8 Plaintiff to recover damages for any and all violations or infringements by Defendant
9 of any of Plaintiff's rights under state, federal, international, or foreign law occurring
10 after the date Defendant executes this Stipulation to Permanent Injunction.

11 6. Defendant acknowledges that Defendant has read this Stipulation to
12 Permanent Injunction; and the attached [Proposed] Permanent Injunction, has had the
13 opportunity to have them explained by counsel of Defendant's choosing, fully
14 understand them and agree to be bound thereby, and will not deny the truth or
15 accuracy of any term or provision herein.

16 7. Plaintiff shall not be required to post any bond or security, and
17 Defendant permanently, irrevocably, and fully waives any right to request a bond or
18 any other security.

19 8. This Court retains jurisdiction over this matter to enforce any violation
20 of the terms of the Permanent Injunction.

21 IT IS SO ORDERED.

22 DATED: January 20, 2009



23 _____
24 Percy Anderson
25 UNITED STATES DISTRICT JUDGE
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